

01-06-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECORD
TRA

102904605

1.6.05

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Resource Label Group, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other limited liability company

Citizenship (see guidelines) TN

Execution Date(s) 12/20/04

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: CapitalSource Finance LLC

Internal

Address:

Street Address: 4445 Willard Ave.

City: Chevy Chase

State: MD

Country: USA Zip: 20845

- ☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship

☒ Other LLC Citizenship DE
If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,646,033

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Resource Label Group, LLC

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Rita Aybar-Townsend

Internal Address: 40 Patton Boggs LLP

Street Address: 2001 Ross Ave.

Suite 3000

City: Dallas

State: TX

Zip: 75201

Phone Number: 214/758-6632

Fax Number: 214/758-1550

Email Address: rtownsend@pattonboggs.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Rita Townsend

1/5/05

Rita Aybar-Townsend

Signature

Date

Total number of pages including cover sheet, attachments, and document: 1

01/06/2005 09:09

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Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

01 FC:8521

TRADEMARK
REEL: 003100 FRAME: 0850

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of December 20, 2004, by **RESOURCE LABEL GROUP, LLC**, a Tennessee limited liability company (the "Grantor"), in favor of **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, by and among the Grantor, the Agent and the Lenders (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantor certain amounts pursuant to a revolving credit facility, a letter of credit facility and a term loan (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantor's Obligations under the Loan Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of the Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the IP Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, at any time after the occurrence and during the continuation of an Event of Default, a power of attorney, to act as Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in the Agent's Permitted Discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the Permitted Discretion of the Agent and without first obtaining Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the Permitted Discretion of the Agent and without first obtaining Grantor's approval thereof or signature thereto, unless otherwise

prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) To (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Loan Documents that are not then due and payable) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, the Agent (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantor may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantor and the Agent with respect

to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

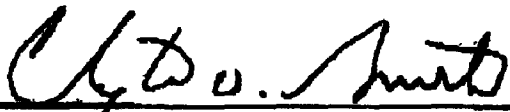
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement
as of the date first written above.

GRANTOR:

RESOURCE LABEL GROUP, LLC

By: 
Name: CLAYTON A. SMITH
Title: SECRETARY

ACKNOWLEDGMENT

STATE OF TENNESSEE §
§ SS
COUNTY OF WILLIAMSON §

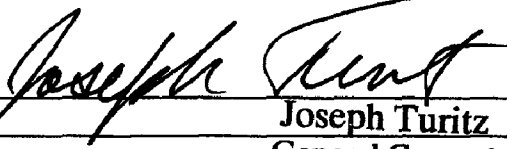
Before me, the undersigned, a Notary Public, on this 17th day of December, 2004, personally appeared CLAYTON D. SMITH to me known personally, who, being by me duly sworn, did say that he is the SECRETARY of Resource Label Group, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, and the said SECRETARY acknowledged said instrument to be his free act and deed.

Key H. Dickinson
Notary Public
My Commission Expires: October 3, 2006



AGENT:

CAPITALSOURCE FINANCE LLC

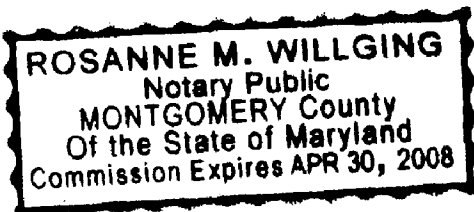
By: 
Name: Joseph Turitz
Title: General Counsel
Corporate Finance Group

ACKNOWLEDGMENT

STATE OF Maryland §
§
COUNTY OF Montgomery SS

Before me, the undersigned, a Notary Public, on this 20th day of December, 2004, personally appeared Joseph Twine to me known personally, who, being by me duly sworn, did say that he is the General Counsel of CapitalSource Finance LLC, as Agent, and that said Intellectual Property Security Agreement was signed on behalf of said Agent, and the said General Counsel acknowledged said instrument to be his free act and deed.

Rosanne M. Willging
Notary Public
My Commission Expires: April 30, 2008



SCHEDULE A

COPYRIGHT COLLATERAL

NONE

SCHEDULE B

PATENT COLLATERAL

NONE

SCHEDULE C

TRADEMARK COLLATERAL

1. Registered Intellectual Property:

U.S. Trademark Registration No. 2,646,033 for “Resource Label Group, LLC”

2. Other trade names, trade dress and unregistered trademarks or service marks used by the Company with the Business or the Company Technology:

[Unregistered trademarks to be attached]

SCHEDULE D

DOMAIN NAMES

<http://www.resourcelabelgroup.com/>

January 5, 2004

Rita Aybar-Townsend
(214) 758-6632
rtownsend@pattonboggs.com

VIA FEDERAL EXPRESS

United States Patent and Trademark Office
Attn: Assignment Division
1213 Jefferson Davis Highway
Arlington, VA 22202

Re: CapitalSource Finance LLC/Resource Label Group, LLC

Dear Sir/Madame:

Enclosed for filing in the records of your office is an Intellectual Property Security Agreement delivered by Resource Label Group, LLC for the benefit of CapitalSource Finance LLC on December 20, 2004 as well as our firm check for payment of the corresponding filing fees.

Upon receipt of the enclosed, please file of record and evidence receipt of such filing by completing the enclosed post-card confirmation and remitting same to my attention at the above listed address.

Should you have any questions or require anything further, do not hesitate to contact me at 214/758-6632.

Your assistance with this matter is greatly appreciated.

Respectfully,



Rita Aybar-Townsend
Senior Paralegal

RAT:rat

Enclosures

CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with Federal Express as overnight priority delivery mail, Tracking No. 791437872850 in an envelope addressed to United States Patent and Trademark Office, Attn: Assignment Division, 1213 Jefferson Davis Highway, Arlington, VA 22202

Date of Deposit: January 5, 2005

Signature: Rita Townsend

RECEIVED OFFICE
JAN-6 AM 10:16
ASSIGNMENTS DIV